

Qwest
1801 California St.
Suite 900
Denver, Colorado 80202

NEW APPLICATION

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0000095886

Spirit of Service

April 28, 2009

2009 APR 30 A 11:00

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Docket Control
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

T-01051B-09-0203

Dear Sir or Madam:

This filing is being made on behalf of Qwest Corporation (QC), Entity Code T-01051B.

Enclosed for filing with the Commission is an original plus thirteen (13) copies of revisions to Qwest's Competitive Exchange and Network Services Price Cap Tariff No. 2.

These revisions propose to revise Term Agreement Pricing for Qwest Choice[®] Business, Qwest Choice Business[®] Add-A-Line and Qwest Choice[®] Business Plus. Currently customers subscribing to one of the aforementioned packages under a term agreement must agree to maintain three (3) or more qualifying lines and/or packages in order to receive the discounts associated with the term pricing. This limitation is being removed.

Qwest respectfully requests that these proposed changes become effective June 8, 2009.

Acknowledgment and date of receipt of this transmittal are requested. A duplicate letter and self-addressed, stamped envelope are attached for this purpose. If you have any questions regarding this filing, please contact me directly.

Sincerely,

Terry Lucas
Regulatory Support Manager
Office: (602) 630-1177
Fax: (602) 235-3107
e-mail: Terry.Lucas@qwest.com

Attachments

Arizona Corporation Commission
DOCKETED
APR 30 2009

DOCKETED BY *nr*

Issued: 4-28-09

Effective: 6-8-09

5. EXCHANGE SERVICES

5.9 PACKAGED SERVICES

5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE

A. *QWEST CHOICE* Business (Cont'd)

4. Term Agreement Pricing

- a. A discount will be applied to the monthly rates specified in 5.9.1.A.3.h., preceding, when a customer agrees to subscribe to one or more *QWEST CHOICE* Business or Add-A-Line packages for a specific term. The discounts and required terms are as follows:

DISCOUNT	TERM
10%	12 months
15%	24 months
20%	36 months

- b. The discount(s) will apply when a customer agrees to subscribe to one or more packages for 12, 24, or 36 months.

(C)

(D)

- c. The discount will appear as credit(s) on the customer's bill. No partial month's credit(s) can be provided. The discounts specified in 5.9.1.A.4.a., apply for each *QWEST CHOICE* Business or Add-A-Line package subscribed to by the customer under the Term Agreement Pricing plan.

(D)

(T)

- d. All qualifying packages must be at the same location, for the same customer, on the same billing number.

(C)

(C)

(D)

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5. EXCHANGE SERVICES

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A.4. (Cont'd)

- e. Any *QWEST CHOICE* Business or Add-A-Line package added after establishment of the initial term agreement discount period may be added either to the initial term period or may be added under a new term period. (T)
- f. Customers may initiate a renewal of the term agreement either prior to or at the conclusion of the initial term period. If initiated prior to the conclusion of the initial term period, the new term must be equal to or greater than the initial term period. For example, a customer who originally opted for a 12 month term may renew for 12 months or may renew for 24 or 36 months. (T)
- g. If the Company terminates the service for cause or the customer terminates the service in whole or in part without cause prior to the expiration date, the customer will pay a termination fee as follows: (T)

TERM	TERMINATION FEE
12 months	\$100.00
24 months	200.00
36 months	300.00

- h. The termination fee applies to each *QWEST CHOICE* Business or Add-A-Line package provided under the Term Agreement Pricing plan. By way of example, a customer who has three packages under a 24 month term agreement and disconnects in month 15 would pay a total of \$600.00 in termination fees. (T)
- i. Termination fees will be waived for a customer who opts out of the Term Agreement Pricing plan in the first 30 days after the initial installation of the package or packages. (T)
- j. A termination fee will be waived for a customer that enters into an agreement for similar Qwest services where the agreement value is equal to or greater than the remaining value of the existing *QWEST CHOICE* Business or Add-A-Line package term agreement. (T)
- k. Customers may switch between *QWEST CHOICE* Business, *QWEST CHOICE* Business Plus or Add-A-Line and not impact the initial term period. The termination fee specified above will not apply to the switch and the discount will then apply to the rate of the appropriate package for the remainder of the term period. (T)

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B. QWEST CHOICE Business Plus (Cont'd)

4. Term Agreement Pricing

- a. A discount will be applied to the monthly rates specified in 5.9.1.B.3.g., preceding, when a customer agrees to subscribe to one or more *QWEST CHOICE* Business Plus or Add-A-Line packages for a specific term. The discounts and required terms are as follows:

DISCOUNT	TERM
10%	12 months
15%	24 months
20%	36 months

- b. The discount(s) will apply when a customer agrees to subscribe to one or more packages for 12, 24 or 36 months.
- c. The discount(s) will appear as credit(s) on the customer's bill. No partial month's credit(s) can be provided. The discounts specified in 5.9.1.B.4.a., apply for each *QWEST CHOICE* Business Plus or Add-A-Line package subscribed to by the customer under the Term Agreement Pricing plan.
- d. All qualifying packages must be at the same location, for the same customer, on the same billing number.

(C)

(D)

(D)

(T)

(C)

(C)

(D)

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5. EXCHANGE SERVICES

5.9 PACKAGED SERVICES

5.9.1 PACKAGES ASSOCIATED WITH BASIC EXCHANGE SERVICE

B.4. (Cont'd)

- e. Any *QWEST CHOICE* Business Plus or Add-A-Line package added after establishment of the initial term agreement discount period may be added either to the initial term period or may be added under a new term period. (T)
- f. Customers may initiate a renewal of the term agreement either prior to or at the conclusion of the initial term period. If initiated prior to the conclusion of the initial term period, the new term must be equal to or greater than the initial term period. For example, a customer who originally opted for a 12 month term may renew for 12 months or may renew for 24 or 36 months. (T)
- g. If the Company terminates the service for cause or the customer terminates the service in whole or in part without cause prior to the expiration date, the customer will pay a termination fee as follows: (T)

TERM	TERMINATION FEE
12 months	\$100.00
24 months	200.00
36 months	300.00

- h. The termination fee applies to each *QWEST CHOICE* Business Plus or Add-A-Line package provided under the Term Agreement Pricing plan. By way of example, a customer who has three packages under a 24 month term agreement and disconnects in month 15 would pay a total of \$600.00 in termination fees. (T)
- i. Termination fees will be waived for a customer who opts out of the Term Agreement Pricing plan in the first 30 days after the initial installation of the package or packages. (T)
- j. A termination fee will be waived for a customer that enters into an agreement for similar Qwest services where the agreement value is equal to or greater than the remaining value of the existing *QWEST CHOICE* Business Plus or Add-A-Line package term agreement. (T)
- k. Customers may switch between *QWEST CHOICE* Business, *QWEST CHOICE* Business Plus or Add-A-Line and not impact the initial term period. The termination fee specified above will not apply to the switch and the discount will then apply to the rate of the appropriate package for the remainder of the term period. (T)